

1
2 BILL NO. S-75-10-19.

3 SPECIAL ORDINANCE NO. S-212-75

4 AN ORDINANCE approving a contract with MACK CONRAD
5 CONSTRUCTION COMPANY for construction of curbs
6 and sidewalks in connection with Resolution 5694-1975

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9 SECTION 1. That the contract between the City of Fort Wayne, by
10 and through its Mayor and the Board of Public Works and MACK CONRAD CON-
11 STRUCTION COMPANY, for:

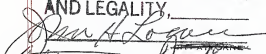
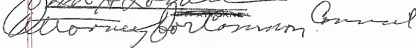
12 Resolution No. 5694-1975 - Construction of curbs and sidewalks
13 on both sides of Weisser Park Avenue from the north property
14 line of Creighton Avenue to the south property line of Buchanan
Street

15 for a total cost of \$18,911,25, with the property owners paying \$.50 per square
16 foot and the City paying the balance from Revenue Sharing, all as more particu-
17 larly set forth in said contract, which is on file in the Office of the Board of
18 Public Works, is by reference incorporated herein, made a part hereof and is
19 hereby in all things ratified, confirmed and approved.

20 SECTION 2. This Ordinance shall be in full force and effect from
21 and after its passage and approval by the Mayor.

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25 Councilman

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35 APPROVED AS TO FORM
AND LEGALITY.

Read the first time in full and on motion by Moses seconded by

Hinga and duly adopted, read the second time by title and referred to the Committee on (Public Works) (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 19____, at _____ o'clock

P.M., E.S.T.

Date: 10-14-75.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses

seconded by J. Schmidt and duly adopted, placed on its passage.

Passed (~~lost~~) by the following vote:

AYES 8, NAYS 0, ABSTAINED _____, ABSENT 1 to-wit:

Burns	<input checked="" type="checkbox"/>	_____	_____	_____
Hinga	<input checked="" type="checkbox"/>	_____	_____	_____
Kraus	<input checked="" type="checkbox"/>	_____	_____	<input checked="" type="checkbox"/>
Moses Nuckolls	<input checked="" type="checkbox"/>	_____	_____	_____
Nuckolls Meese	<input checked="" type="checkbox"/>	_____	_____	_____
Schmidt, D.	<input checked="" type="checkbox"/>	_____	_____	_____
Schmidt, V.	<input checked="" type="checkbox"/>	_____	_____	_____
Stier	<input checked="" type="checkbox"/>	_____	_____	_____
Talarico	<input checked="" type="checkbox"/>	_____	_____	_____

Date 10-28-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. 1-212-75 on the 28th day of October, 1975.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of October, 1975 at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 29th day of October, 1975 at the hour of 1:00 o'clock P M., E.S.T.

John A. Loop
MAYOR

Bill No. S-75-10-19

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with MACK CONRAD CONSTRUCTION COMPANY for
construction of curbs and sidewalks in connection with REsolution 5694-1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

Winfield C. Moses Jr.

William T. Hinga
John Huckols
D. Schmidt

12-28-75 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

September 19, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

A contract for construction of curbs and sidewalks on both sides of Weisser Park from Creighton Avenue to Buchanan Street has been awarded to Mack Conrad Construction Company in amount of \$18,911.25. Property owners will be paying \$.50 per square foot toward the project with balance paid by City from Revenue Sharing.

Since the construction season is speedily drawing to a close, the contractor and Board request a "Prior Approval".

An Ordinance will be submitted as soon as contract documents are processed.

Very truly yours,

Board of Public Works

Carl E. O'Neal
Member

Attachment: Tabulation

Charles J. DePue Jr. Samuel J. Talaris Ernest Kraus
John J. DePue William T. Frazier James S. Storer
E. J. Schmidt William J. Schmidt Richard S. Schmidt

MEMBERS OF COMMON COUNCIL

cc: Mayor Ivan A. Lebamoff
Charles W. Westerman

ATTEST:

Charles W. Westerman
Charles W. Westerman, City Clerk

Melvin G. Hornick, Chief Deputy
AN EQUAL OPPORTUNITY EMPLOYER

*Order
w/3
\$10.*

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____ -MACK CONRAD CONSTRUCTION CO.- _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-
after called "City," under and by virtue of an act of the General Assembly of the State of Indiana,
entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory
and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove curbs and sidewalks on both sides of Weisser Park Avenue from the north
property line of Creighton Avenue to the south property line of Buchanan Street.

by replacing curbs and constructing sidewalks
by grading and paving the roadway to a width of five feet with

4" plain concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5694-75 and at the following price per lineal foot-

at the following prices:

Sidewalk Removal	Three dollars and no cents, per square yard	\$ 3.00
Standard Walk	One dollar and twenty five cents, per square foot	1.25*
Curb Removal	Three dollars and no cents, per linear foot	3.00
New Curb	Three dollars and no cents, per linear foot	3.00
Top Soil	Eight dollars and no cents, per ton	8.00
Mulch, Seeding and Fertilizer	Seventy cents, per square yard	0.70

The Contractor will furnish immediately a certificate from the Industrial Board of
the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's
Compensation Act, approved March 14, 1929, in accordance with Section 14 of the
Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes,
Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment
under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5694-75 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

MACK CONRAD CONSTRUCTION CO.

BY: Mack Conrad Pres.

ITS:

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carle Meal

Robt. W. Bault

Its Board of Public Works and Mayor.

GUARANTY BOND

Know All Men by These Presents, That we -----

-----MACK CONRAD CONSTRUCTION CO.-----Contractors

as principal, and -----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTEEN THOUSAND,

NINE HUNDRED ELEVEN DOLLARS AND TWENTY FIVE CENTS-----

-----(\$18,911.25)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----MACK CONRAD CONSTRUCTION CO.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a
curbs and sidewalks ----- Pavement

on Weisser Parks Avenue (both sides) Street from the north property line of

Creighton Avenue to the south property line of Buchanan Street

----- according to certain plans and specifications, and
for a period of three years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----

MACK CONRAD CONSTRUCTION CO.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of -----

MACK CONRAD CONSTRUCTION CO. (SEAL)

BY: Mack Conrad (SEAL)

ITS: ----- (SEAL)

Approved this ----- day of -----

Carl E. Neal

B. H. Wault

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CLAY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we -----

-----MACK CONRAD CONSTRUCTION CO.-----

as principal, and -----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTEEN

THOUSAND, NINE HUNDRED ELEVEN DOLLARS AND TWENTY FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 18,911.25)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ----- day of -----

MACK CONRAD CONSTRUCTION CO.----- (SEAL)

BY: Mack Conrad (SEAL)

ITS: ----- (SEAL)

----- (SEAL)

Approved this ----- day of -----

Carl E. O'Neal

Betty W. Vault
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

August 26, 1975

APPROVED AS TO FORM AND LEGALITY

QUY ATTORNEY

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975.
In compliance with the provisions of CHAPTER 2 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HOW	PEN	VAC	APP.	MYSC.
ASBESTOS WORKER	S	10.55	35c	55c			131f
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	9.29	30	25		1	
CARPENTER (BUILDING)	S	8.73		6%		4	21f
(HIGHWAY)	S	9.01	47	40		5	21f
CEMENT MASON	S	8.70	40				
ELECTRICIAN	S	9.60	30	17+30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7%	2	
GLAZIER	S	8.24	12		25	4	35holiday
IRON WORKER	S	10.20	65	80		1	21f
LABORER (BUILDING)	S-SS	6.25-6.65	35	35		9	
(HIGHWAY)	US	5.90-6.05	35	35		7	
(SEWER)	S-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31f
MILLWRIGHT & PILEDRIVER	S	9.06		6%		4	21f
OPERATING ENGINEER (BUILDING)	S-SS	7.20-9.90	40	40		5	
(HIGHWAY)	US	6.96-9.10	40	40		6	
(SEWER)	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.75-8.75	37	35		10	6misc.
PLASTERER	S	8.40	40				
PLUMBER & STEAMFITTER	S	9.90	30	.65		7	41f
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85					
ROOFER	S	8.75		10			
SHEETMETAL WORKER	S	9.89	40	35		4	131f
TEAMSTER (BUILDING)	S-SS	7.36 1/2 - 8.3 1/2	18pw	10.50pw			
(HIGHWAY)	US	7.16-7.76	17.50pw	10.50pw			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Kessler
REPRESENTING GOVERNOR, STATE OF INDIANA
Clavin C. Leonard, Jr.
REPRESENTING THE AWARING AGENT
Frank M. Rine
REPRESENTING STATE A.P.L. & C.I.O.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

Mack Conrad DBA Conrad Construction Company

1329 E. Pontiac Fort Wayne, Indiana

as Principal, hereinafter called Contractor, and,

Highlands Insurance Company by and through its agent, The
Palermo Company, 8613 Winton Road, Cincinnati, Ohio 45231

as Surety, hereinafter called Surety, are held and firmly bound unto

Board of Public Works The City of Fort Wayne, Indiana

as Oblige, hereinafter called Owner, in the amount of

Eighteen Thousand Nine Hundred Eleven & 25/100

Dollars (\$ 18,911.25),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 4 Sept., 19 75 entered into a contract with Owner for
Improvement Resolution 5694-1975, Weisser Park Curbs &
Sidewalks

in accordance with Drawings and Specifications prepared by

The City of Fort Wayne

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

17th

day of

September

1975

Mack Conrad DBA Conrad Construction Company

W. E. Greshy
(Witness)

Mack Conrad
(Principal)
(Title)
Owner

Highlands Insurance Company

Highlands Surety Insurance Company

James H. Stoepker
(Witness)
James H. Stoepker
Attorney-in-Fact

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that
Mack Conrad DBA Conrad Construction Company (Here insert full name and address or legal title of Contractor)
1329 E. Pontiac Fort Wayne, Indiana

as Principal, hereinafter called Principal, and
Highlands Insurance Company by and through its agent, (Here insert full name and address or legal title of Surety)
Palermo Company, 8613 Winton Road, Cincinnati, Ohio 45231

as Surety, hereinafter called Surety, are held and firmly bound unto
Board of Public Works The City of Fort Wayne, Indiana (Here insert full name and address or legal title of Owner)

as Obligatee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the
amount of Eighteen Thousand Nine Hundred Eleven & 25/100 (Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 18,911.25),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 4 Sept., 1975 entered into a contract with Owner for
Improvement Resolution 5694-1975, Weisser Park Curbs &
Sidewalks

In accordance with Drawings and Specifications prepared by
The City of Fort Wayne (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinabove defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claimed for the amount of such lien be presented under and against this bond.

Signed and sealed this 17th day of September 1975

Mack Conrad DBA Conrad Construction Company

Trace H. Masley
(Witness)

Mack Conrad
(Principal) (Seal)
Owner (Title)

Vincent John Gaper
(Witness)

Highlands Insurance Company
Highlands Surety Insurance Company
James H. Stoepker
(Attorney-in-Fact)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the Highlands Surety Insurance Company, a corporation of the State of Texas, having its principal offices in the City of Houston, Texas, does make, constitute and appoint: James H. Stoepker its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts to suretyship, in behalf of: Mack Conrad as Principal and The City of Fort Wayne as Obligatee provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of : not to exceed \$400,000.00=

This Power of Attorney is granted and is signed and sealed by facsimile under and by the following Resolution adopted by the Board of Directors of Highlands Surety Insurance Company at a meeting duly called and held on the 20th day of April, 1973.

"RESOLVED, all bonds of the corporation shall be executed in the corporate name of the company by the President or Vice president, or by such other officers as the Board of Directors may authorize. The president or any vice president, secretary or any assistant secretary may appoint attorneys-in-fact or agents who shall have authority to issue bonds in the name of the company. The corporate seal is not necessary for the validity of any bonds of the corporation."

IN WITNESS WHEREOF, the Highlands Surety Insurance Company has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its secretary this

Attest: Andrew J. Arthur
Secretary-Assistant Secretary

Highlands Surety Insurance Company

by: R.D. Simms
Vice President

STATE OF TEXAS ss:
COUNTY OF HARRIS

On the 11 day of August, 1975 before me personally came R.D. Simms to me know, who being by me duly sworn, did depose and say: that he resides in the County of Harris, State of Texas; that he is the Vice President of the Highlands Surety Insurance Company the corporation described and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public Janet B Horton
Notary Public in and for
Harris County, Texas
My commission expires:
December 8, 1976

STATE OF TEXAS ss:
COUNTY OF HARRIS

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in Highlands Surety Insurance Company authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Houston, Texas. Dated the 11 day of Aug, 1975

Andrew J. Arthur
Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

A-75-10-19

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract awarded to Mack Conrad Construction Company
in amount of \$18,911.25 for construction of curbs and sidewalks on both sides of
Weisser Park from Creighton Avenue to Buchanan Street, Resolution 5694-1975.

SEE PRIOR APPROVAL ATTACHED

EFFECT OF PASSAGE Construction of sidewalks on approved project

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$18,911.25 (property owners
pay \$.50 per square foot with City paying balance from Revenue Sharing)

ASSIGNED TO COMMITTEE Public Wks J.B.